

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE entered into this 22 day of Dec, 2007, by and between WILLIAM T. WHEELER, TRUSTEE C/O FRANCIS O. DAY COMPANY, INC. , (hereinafter designated as the "LANDLORD"), and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland, ( hereinafter designated as the ("COUNTY")); (LANDLORD and COUNTY, together, the "PARTIES").

WITNESSETH:

WHEREAS, The LANDLORD and COUNTY entered into a Lease Agreement dated May 23, 2005, for space located at 14900 Southlawn Lane , Rockville, MD 20850 containing approximately 6,451 square feet of space ("the Agreement"); and

WHEREAS, the PARTIES desire to amend that Agreement to permit one (1) two (2) year extension term from July 1, 2007 to June 30, 2009.

WHEREAS, a copy of the Lease and First Amendment are attached hereto and made a part hereof.

NOW THEREFORE, the Parties desire to modify the terms of the lease as set forth herein.

1. TERM EXTENSION: The term of this Lease extension shall be two (2) years to commence on July 1, 2007 and terminating on June 30, 2009.
2. RENTAL ADJUSTMENTS: It is agreed between parties that the annual rent payable by the COUNTY is as set forth in the following schedule:

	<u>ANNUAL RENT</u>	<u>MONTHLY RENT</u>
07/1/07 - 06/30/08	\$111,212.02	\$9,267.66
07/1/08 - 06/30/09	\$114,548.38	\$9,545.69

3. OPTION TO TERMINATE: In addition to Tenant's right to terminate upon non-appropriation, pursuant to paragraph 24 of the Lease, Tenant has the option to terminate this Lease at any time after March 01, 2009 by providing Landlord at least 180 (one hundred eighty) days written notice to Terminate.

4. ADDRESS: The amendment shall reflect the change of address for the COUNTY in paragraph 3 of the lease agreement. The new address is: Montgomery County, Department of Public Works and Transportation, Office of Real Estate, 101 Monroe St., 10<sup>th</sup> floor, Rockville MD, 20850 with a copy of notice to Montgomery Count, Office of County Attorney, 101 Monroe St. 3<sup>rd</sup> floor, Rockville MD., 20850.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Lease Amendment to be properly executed.

WITNESS:

By: \_\_\_\_\_

LANDLORD:

William T. Wheeler, Trustee c/o  
Francis O. Day Company, Inc.

By: \_\_\_\_\_

Title: TRUSTEE

Date: 12-7-06

WITNESS:

By: \_\_\_\_\_

COUNTY:

MONTGOMERY COUNTY,  
MARYLAND

By: \_\_\_\_\_

Assistant

Chief Administrative Officer

Date: \_\_\_\_\_

Date: 12/22/06

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

By: \_\_\_\_\_

Associate County Attorney

Date: 12/13/2006

RECOMMENDED

By: \_\_\_\_\_

Cynthia Brenneman, Director  
Office of Real Estate

Date: 12/8/06